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CK Life Sciences Int'l. (Holdings) Inc.

長江生命科技集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 0775)

DISCLOSEABLE TRANSACTION
in respect of
placing of approximately 3.82% shares in
Ruinian International Limited

On or about 27 September 2010 after trading hours, the Vendor (an indirect wholly-owned subsidiary of the Company) entered into the Placing Agreement with the Placing Agent in relation to the disposal of an aggregate of 40,000,000 shares in Ruinian, representing approximately 3.82% of the total issued share capital of Ruinian by way of the Placing by the Placing Agent on a fully underwritten basis. The net proceeds of the Placing are expected to be approximately HK\$257 million.

As the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the Placing under the Placing Agreement are more than 5% but are less than 25%, the transaction contemplated under the Placing Agreement constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules.

THE PLACING AGREEMENT

Date

27 September 2010

Parties Involved

The Placing Agent and the Vendor

The Placing

Placing Agent

The Company has appointed the Placing Agent as sole agent to procure purchasers for, or failing which, itself as principal to purchase, the Ruinian Shares.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, the Placing Agent and its ultimate beneficial owners are third parties independent of the Company and the connected person(s) of the Company.

Placing Consideration

The net proceeds (after deduction of the placing and underwriting commission) of the Placing are expected to be of approximately HK\$257 million. The consideration of the Placing was determined with reference to the prevailing market price of the Ruinian Shares and was negotiated on an arm's length basis between the Company and the Placing Agent.

The Placing Agent would receive a placing and underwriting commission of a percentage of the placing price multiplied by the number of Ruinian Shares which was arrived at after arm's length negotiation between the Vendor and the Placing Agent with reference to the market rate.

The Directors (including the independent non-executive Directors) consider that the terms of the Placing, including the placing and underwriting commission, are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The net Placing proceeds, after deduction of placing and underwriting commission and all other fees and expenses, will be payable in HK\$ on the Completion Date to such bank account in Hong Kong as notified by the Vendor to the Placing Agent.

The Ruinian Shares

The Ruinian Shares represent approximately 3.82% of the issued share capital of Ruinian as at the date of the Placing Agreement.

Rights

The Ruinian Shares were sold free from any liens, charges, encumbrances, claims, options and third party rights and together with all rights attaching thereto, including the right to receive all dividends declared, made or paid after the date of the Placing Agreement.

Lock Up

The Vendor has undertaken to the Placing Agent that for a period of 30 days from the completion of the Placing, the Vendor will not, and will procure none of its nominees and companies controlled by it and trusts associated with it will, inter alia (except for the Ruinian Shares), dispose of or otherwise create any interest over any shares in Ruinian (as provided in the Placing Agreement) unless with the prior written consent of the Placing Agent.

Completion of the Placing

The Placing is expected to complete on or before the Completion Date.

Termination

The Placing Agent may terminate the Placing Agreement without liability to the Vendor by giving notice in writing to the Vendor at any time prior to the completion of the Placing if prior to the completion of the Placing, there occurs, amongst others, any force majeure events (as provided in the Placing Agreement) or any adverse change in the affairs, prospects, stockholders' equity or financial or trading position of Ruinian and/or of its group of companies as a whole which in the opinion of the Placing Agent is or would be materially adverse to the success of the Placing or any suspension of dealings in the shares in Ruinian for any period whatsoever (other than as a result of the Placing) or any breach of any of the provisions of the Placing Agreement on the part of the Vendor. The Placing Agent shall have the right exercisable at any time by notice in writing to the Vendor to terminate the Placing Agreement if any of the Ruinian Shares are not delivered by or on behalf of the Vendor in accordance with the Vendor's obligations under the Placing Agreement.

REASONS FOR THE PLACING

The Directors consider that the Placing provides a good opportunity for the Company to partially realise its investment in Ruinian and provides the Company with a very positive gain on its investment. The Directors currently intend to use the net proceeds from the Placing as general working capital.

The Directors believe that the terms of the Placing are of normal commercial terms, fair and reasonable and in the interest of the Company and the Shareholders as a whole.

INFORMATION ON THE PARTIES TO THE PLACING AGREEMENT

The Company

The Company acts as an investment holding company. Its subsidiaries are principally engaged in research and development, manufacturing, commercialisation, marketing and selling of environmental and human health products, and water business as well as investment in various financial and investment products.

The Vendor

The Vendor is an indirect wholly-owned subsidiary of the Company and is principally engaged in investment in financial instruments.

The Placing Agent

The Placing Agent is principally engaged in the provision of diversified financial services.

GENERAL

Listing Rules Implications

As the applicable percentage ratios (as defined in Rule 14.07 of the Listing Rules) in respect of the Placing under the Placing Agreement are more than 5% but are less than 25%, the transaction contemplated under the Placing Agreement constitutes a discloseable transaction of the Company under Chapter 14 of the Listing Rules.

Financial Impact of the Placing

The net gain before taxation arising from the Placing is expected to be approximately HK\$203 million, which represents the consideration of the Placing after deducting (i) the acquisition cost of the Ruinian Shares and (ii) the estimated amount of costs in relation to the Placing. The net gain arising from the Placing will be reflected in the Company's consolidated income statement for the financial year ending 31 December 2010.

Given that no dividend has been distributed by Ruinian to the Vendor in respect of the Ruinian Shares for the two financial years ended 31 December 2008 and 31 December 2009, there is no net profit attributable to the Ruinian Shares for the Company or the Vendor for the two financial years ended 31 December 2008 and 31 December 2009.

DEFINITIONS

In this announcement, unless the context requires otherwise, the following expressions have the following meanings:

“Board”	the board of directors of the Company
“Company”	CK Life Sciences Int'l., (Holdings) Inc., a company incorporated in the Cayman Islands with limited liability
“Completion Date”	30 September 2010
“connected person(s)”	has the meaning ascribed to it under the Listing Rules
“Director(s)”	the directors of the Company
“Hong Kong”	the Hong Kong Special Administrative Region of the People's Republic of China
“Listing Rules”	the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

“Placing”	the placing of the Ruinian Shares pursuant to the terms of the Placing Agreement
“Placing Agent”	Morgan Stanley & Co. International PLC
“Placing Agreement”	the placing agreement dated 27 September 2010 and entered into between the Vendor and the Placing Agent in relation to the Placing
“Ruinian”	Ruinian International Limited, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Stock Exchange (stock code: 2010)
“Ruinian Shares”	an aggregate of 40,000,000 existing ordinary share(s) of HK\$0.01 each in the issued capital of Ruinian beneficially owned by the Vendor and to be placed pursuant to the Placing Agreement
“Shareholders”	holder(s) of the share(s) in the Company
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Vendor”	Turrence Limited, a company incorporated in the British Virgin Islands with limited liability and an indirect wholly-owned subsidiary of the Company
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“%”	per cent

By order of the Board
CK Life Sciences Int’l., (Holdings) Inc.
Eirene Yeung
Company Secretary

Hong Kong, 29 September 2010

As at the date of this announcement, the Executive Directors of the Company are Mr. Li Tzar Kuoi, Victor (Chairman), Mr. Kam Hing Lam, Mr. Ip Tak Chuen, Edmond, Mr. Yu Ying Choi, Alan Abel and Dr. Chu Kee Hung; and the Non-executive Directors are Mr. Peter Peace Tulloch, Professor Wong Yue-chim, Richard (Independent Non-executive Director), Mrs. Kwok Eva Lee (Independent Non-executive Director) and Mr. Colin Stevens Russel (Independent Non-executive Director).